



Carrie Eklund
Central Services Manager
Finance Department

**REQUEST FOR PROPOSALS
EMERGENCY MEDICAL SERVICE
RFP NO.: 312-F-021**

3/2/12

Name of Proposing Firm: _____

Address _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

RFP Opening Time and Date 11:00 a.m., Local Time, Tuesday, April 3, 2012

Proposals will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Mandatory Pre-bid Meeting 11:00 a.m., Local Time, Tuesday, March 20, 2012

Bid Deposit/Bid Bond: NO
Prevailing Wage NO
Performance Bond: YES

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. RFP Opening Date and Time
2. Title of Job
3. RFP Number

RETURN PROPOSALS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

PROPOSALS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

PROPOSAL RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
7. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
8. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.
9. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor

check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

10. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

11. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

12. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

13. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

15. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

16. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of

the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

17. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

18. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

19. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

20. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

21. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

22. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

23. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

24. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe

benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

25. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

26. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

27. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

28. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

29. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

30. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

31. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

32. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore.**
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CONTRACTOR OR VENDOR WORKFORCE DATA FORM

BIDDERS NAME:

NUMBER OF ALL EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY ---

(No Check Marks Or Bid Will Not Be Accepted)

ALL JOB CLASSIFICATIONS	MALES					FEMALES				
	W	B	H	A	I	W	B	H	A	I

W - WHITE B - BLACK H – HISPANIC A - ASIAN OR PACIFIC ISLANDER I - AMERICAN INDIAN

ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION

Our Illinois Department of Human Rights Number is:

Must Provide Expiration Date:

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise

City-Certified? Yes _____ No _____

Women Business Enterprise

City Certified? Yes _____ No _____

Neither

(Revised 12/21/09)

CITY OF ROCKFORD

EMERGENCY MEDICAL SERVICE

Request For Proposal (RFP)

The City of Rockford, Illinois will receive proposals to provide **Emergency Medical Service** within the city, located within Winnebago County, as specified in this Request for Proposal ("RFP").

SECTION I GENERAL REQUIREMENTS

- 1.1 QUESTIONS & COMMUNICATIONS.** Any questions or requests for additional information should be directed to Carrie Eklund, Central Services Manager, at 815-987-5565 or carrie eklund@rockfordil.gov.
- 1.2 CONFLICTS OF INTEREST.** Vendors must disclose any potential conflicts of interest that the vendor may have due to other clients, contracts, or interests associated with the services under this RFP.
- 1.3 ALTERNATIVE PROPOSALS.** The City of Rockford will not accept alternate proposals to those being solicited in this RFP.
- 1.4 VENDOR DEFAULT.** The City of Rockford, reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. If a vendor's default is due to a failure to perform or because of a request for a price increase, the City of Rockford reserves the right to remove the vendor from the City of Rockford's vendors list for three years.
- 1.5 PROPOSAL ORIGINAL AND COPIES.** The City of Rockford requires that the vendor submit one (1) original and ten (10) copies of its proposal. In addition, an electronic copy of the proposal shall be provided with the sealed response or emailed after the due date and time to carrie eklund@rockfordil.gov.
- 1.6 COVER LETTER AND SIGNING OF PROPOSALS.** A cover letter, which will be considered an integral part of the proposal, must be signed by individual(s) who is (are) authorized to contractually bind the vendor(s).
 - 1.6.1** Each signature must indicate the classification or position that the individual holds in the firm.
 - 1.6.2** The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. For each listed individual, include the name, title, address, telephone number, fax number and email address.
- 1.7 OMISSION OF INFORMATION.** Vendors are hereby cautioned that failure to include any information requested may be just cause for rejection of proposal.
- 1.8 PRICING.** The Contractor shall provide a proposed cost for patient transport. If additional compensation is required, the Contractor must outline the request in the cost proposal. No additional charges will be allowed after a contract is executed.
- 1.9 MANDATORY PRE-BID CONFERENCE.** A mandatory pre-bid conference will be held on Tuesday, March 20, 2012, at 11 a.m. at City Hall, 425 E State St, Council Chambers, 2nd floor.

Any vendors interested in responding to this request for proposals must attend this meeting or their proposal will not be considered. Arrangements may be made for attendance by phone conference if necessary by contacting the City in advance.

1.10 DEFINITIONS

1.10.1 The terms “vendor”, “organization”, “providers”, and “contractor” shall all refer to the service provider to be selected pursuant to this RFP.

1.10.2 The term “City of Rockford” shall refer to the City of Rockford, Illinois, a geographic and political subdivision of the State of Illinois.

1.10.3 The term “Contract” shall refer to the emergency medical services contract, consisting of the original RFP and the successful Vendor’s response thereto. The successful Vendor will be expected to execute the contract in the same form and content.

1.10.4 The term “EMS Training Coordinator” shall refer to the Rockford Fire Department EMS Training Coordinator or their designee.

1.10.5 The term “entity” shall refer to the City of Rockford, Illinois taking part in the contract.

1.10.6 The term “QRC” refers to the Quality Review Council comprised of the Chief of the Rockford Fire Department, the Division Chief of Operations for the Rockford Fire Department, the EMS Training Coordinator for the Rockford Fire Department, and members of the City’s Finance and Legal Departments.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

2.1 ALTERATIONS OR AMENDMENTS. No alterations, amendments, changes, modifications or additions to the contract shall be binding on the City of Rockford without the prior written approval of the City of Rockford.

2.2 REMEDIES. The City of Rockford shall have rights and remedies afforded under the U.C.C. and Illinois law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney’s fees.

2.3 DEFAULT. If Contractor fails to perform or comply with any provision of the contract or the terms or conditions of any documents referenced and made a part hereof, the City of Rockford may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The City of Rockford expressly retains all its rights and remedies provided by law in case of such breach, and no action by the City of Rockford shall constitute a waiver of any such rights or remedies. In the event of termination for default, the City of Rockford reserves the right to purchase its requirements elsewhere, with or without competitive proposals.

2.4 RIGHT TO INSPECT. The City of Rockford and Quality Review Council or their designees,

reserve the right to make periodic inspections regarding the manner and means in which the services are performed.

2.5 BOOKS AND RECORDS. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under the contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the contract period for inspection by City of Rockford or by any other governmental entity or agency participating in the funding of the contract, or any authorized agents thereof; copies of said records to be furnished if requested.

2.6 ELECTRONIC DATA. Data related to City transports are the property of the City of Rockford and will be transferred to the City upon request and within sixty (60) days of the termination of the contract in an electronic format approved by the City.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 INTENT

3.1.1 The intent of this RFP is to receive proposals to provide emergency medical service and transport, including Advanced Life Support (ALS) ambulance service for the City of Rockford. This will entail complete and total coverage of emergency care and transport within the designated city limits. The City of Rockford is seeking the highest quality, most reliable paramedic ambulance services at the lowest cost to the City. Proposals not meeting this intent will be considered unresponsive.

3.1.2 As a separate and independent component of this RFP is the proposal for contracted ambulance services, supporting existing Rockford Fire Department ALS ambulances. The bidding vendor would agree to provide two (2) ALS ambulances, staffed with at least one paramedic per ambulance, that would respond to calls originating from the Rockford Fire Department's 911 Dispatch Center, 24 hours a day, seven (7) days a week. The Contractor's ambulances will be assigned response areas (still territories) and provide primary response coverage to those areas. The Rockford Fire Department will be responsible for determining said response areas, including location and size of those areas.

3.1.3 The successful Contractor shall be responsible for providing ambulances for response to emergency requests throughout the City of Rockford coverage areas, as well as additional associated support services, emergent and non-emergent.

3.1.4 In addition, the Contractor will provide ambulances used for standby at all fire incidents until Incident Command has deemed the incident clear and releases the standby vehicle. Standby ambulances may be requested when certain training evolutions are being conducted, and will be released when the instructor in charge has made the decision to release.

3.1.5 In this procurement, the City of Rockford desires clinical excellence, superb response

time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the City of Rockford and the Contractor should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances, additionally; the service shall include medical supply purchasing, management and operation of the medical supply warehouse, all fleet maintenance, and public education.

3.1.6 Oversight and review of, and compliance with performance standards of the contract, will be conducted by the Quality Review Council, herein after referred to as the **QRC** or as otherwise directed by the City of Rockford.

3.1.7 The Quality Review Council will be made up of the City of Rockford Fire Department Chief, the Division Chief of Operations, the EMS Training Coordinator, and representatives from the City of Rockford Finance and Legal Departments.

3.2 MINIMUM REQUIREMENTS

Successful proposals will include, at minimum, the following:

3.2.1 GENERAL DUTIES

- 3.2.1.1 Contractor must maintain compliance with the Illinois Medical Services (EMS) Systems Act, 210 Illinois Compiled Statutes 50/1 et seq.
- 3.2.1.2 Contractor must maintain compliance with Rules of the Illinois Department of Public Health, 77 Illinois Administrative Code 515 et seq.
- 3.2.1.3 ALS (Advanced Life Support) Vehicle Equipment List approved by the City of Rockford and required by the Illinois Department of Public Health. (See Exhibit "B")
- 3.2.1.4 Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Contractor by the City of Rockford.
- 3.2.1.5 The Contractor must allow ambulances to be dispatched, located and monitored by the Rockford Fire Department 911 Dispatch Center.
- 3.2.1.6 The Contractor will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications (see 3.2.3.1) with the City of Rockford Fire Department. The Contractor will also purchase and install or cause to be installed, new CAD (Computer Aided Dispatch) and AVL (Automatic Vehicle Locator) hardware to be used by City of Rockford 911 Dispatch Center. All CAD and AVL equipment shall meet specifications of the City of Rockford Fire Department. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs. Maintenance and up keep of this will be the responsibility of the Contractor. The Contractor will also provide a list and description of all vehicles in their reserve ambulance fleet.
- 3.2.1.7 The Contractor must apply for, secure, and renew all licenses, permits,

certificates or similar government approvals which are or may be required by applicable law and Rules and Regulations of the Illinois Department of Public Health, Emergency Medical Services Division ("EMS Division") for conducting services described in this RFP.

- 3.2.1.8 The Contractor must accept assignment of Medicare and/or Illinois Medicaid benefits as payment and shall not bill Medicare/Illinois Medicaid beneficiaries for any additional amount except as permitted by the Medicare and Illinois Medicaid Guidelines for the acceptance of assignment.
- 3.2.1.9 The Contractor must make emergency and non-emergency services (as defined in this RFP) available to all persons within the service area defined in the Contract. Fees for services shall not escalate during the initial term of the Agreement.
- 3.2.1.10 The Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the EMS Training Coordinator, at no additional charge to the City of Rockford, when there is reason to believe a life threatening public emergency presently exists or is imminent in the City of Rockford or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents. Some training evolutions conducted by the Rockford Fire Department may require an ambulance and emergency medical personnel for standby. Personnel used for such drills will not affect the number of ambulances dedicated to the response areas of the contract.
- 3.2.1.11 Subject to the Contractor's reasonable policies and procedures regarding same, the Contractor shall permit paramedic and emergency medical technician trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the EMS Training Coordinator. The Contractor shall permit other observers to accompany ambulances at the request and designation of the EMS Training Coordinator. The Contractor's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.
- 3.2.1.12 The Contractor must comply with all the City of Rockford Emergency Plans, or successor plans adopted and approved by City of Rockford Emergency Management Agency and whenever the provisions of such plan or plans are in effect.
- 3.2.1.13 The Contractor further agrees to participate in any drills requested by the Rockford Fire Department at no cost to the City. Personnel used for such drills will not affect the number of ambulances dedicated to the response areas of the contract.
- 3.2.1.14 The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the

provision of ambulance transportation.

- 3.2.1.15 The Contractor will provide a minimum of seven (7) full time ALS ambulances to service calls for the City of Rockford, Illinois, within the designated city limits. Under the provisions for a vendor's bid to provide only ALS ambulance support to existing Rockford Fire Department ambulance response, a vendor would agree to provide two (2) ALS ambulances to fulfill the requirements of the contract.
- 3.2.1.16 The Contractor shall replace with equal or greater quality product of any medical supplies, including all medications used by Rockford Fire Department EMS first responders that have rendered treatment to a patient that is now under the care of the Contractor. Some items requiring replacement may be specific or proprietary. It will be up to the discretion and inspection of the Rockford Fire Department on what items will be accepted for replacement. Any new medications or equipment introduced during the service of the contract will not be excluded after proper and timely notification has been made to the Contractor. The Contractor will be given a fair and mutually agreed upon time frame to start replacing said medications and/or equipment.

3.2.2 TRANSPORT

- 3.2.2.1 The Contractor must transport, without charge, all employees of the City of Rockford Fire Department and other participating entities which are party to the contract who are injured while on duty in the contracted coverage area and in need of emergency services.
- 3.2.2.2 The Contractor must provide emergency medical services from the scene to the appropriate health facility or other location for all persons in the service area.

3.2.3 COMMUNICATIONS EQUIPMENT

The Contractor shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies required by the State of Illinois, all medical frequencies and those used by the City of Rockford Fire Department. All ambulances must be equipped and/or must be able to be equipped with equipment currently used by City of Rockford Fire Department at the time the contract goes into effect along with AVL (Automatic Vehicle Locator), GPS (Global Positioning System) and CAD (Computer Aided Dispatch) computer stations and equipment currently being configured for use by the Rockford Fire Department 911 Dispatch Center. The Contractor must install and maintain this equipment during the term of the contract. A listing of current equipment can be found in appendix A.

3.2.4 NOTIFICATION

- 3.2.4.1 The appropriate on-duty Rockford Fire Department District Chief must be notified immediately whenever the following occurs:
Any single incident or accident requires the response of three (3) or more ambulances; Mass casualty incidents; when mechanical problems have decreased the number of responding ambulances by one (1) or more vehicles.
- 3.2.4.2 The EMS Training Coordinator must be notified daily, via electronic communications, of the Contractor' daily activity report. Non-compliance reports will be forwarded daily to the Contractor.
- 3.2.4.3 The EMS Training Coordinator must be notified via e-mail, or written letter within forty-eight (48) hours whenever the following occurs:
The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers; The separation/termination or the employee status change of any of the Contractor's employees involved in the delivery of services related to the contract; Any change in the Contractor's management or supervisory structure.
An official letter of notification must also be sent to the EMS Training Coordinator within said forty-eight (48) hours explaining in detail what changes have occurred.
- 3.2.4.4 The Contractor shall notify the Rockford Fire Department's 911 Dispatch Center via FAX, e-mail, or other agreed upon method of communication, the legal names of personnel and their Unit assignment at the start of each shift. The Contractor's communication will include the employees EMS certification numbers, employee I.D. number and unit assignment. This will include shift supervisors. The Contractor shall maintain records of equipment in-service for each employee shift, and such records shall be made available to the City of Rockford.

3.2.5 AVAILABLE AMBULANCES

- 3.2.5.1 Under any alternative, the Contractor will provide at least one (1) supervisor, twenty- four (24) hours a day, seven (7) days a week, who will be available for immediate response to emergencies, will deliver supplies and equipment to the ambulances and supervise Contractor personnel on a daily basis. This Supervisor shall be a Paramedic, licensed by the State of Illinois. The supervisor will not be included as part of the daily staffing.
- 3.2.5.2 When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance must be made available within two (2) hours of said mechanical failure. The proper chain of communication will be adhered to in accordance with policy.
- 3.2.5.3 When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance must be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

3.2.6 RESPONSE TIME

The Contractor shall operate the ambulance service system so as to equalize response time performance throughout the various neighborhoods of the service area, so that no neighborhood is consistently subject to substandard response time performance. Compliance is achieved when 90% or more of responses in each category meet the specified response time criteria citywide. For example, to be in compliance for responses, the Contractor would have an ambulance on the scene of each presumptively defined life-threatening emergency, within nine (9) minutes and twenty-nine (29) seconds on not less than 90% of all responses. This response time will be evaluated and adjusted annually if necessary, based on call data from the previous year.

- 3.2.6.1 For every call not meeting the specified response time criteria (each incident with a response time of nine (9) minutes and thirty (30) seconds or greater, the Contractor will submit a written report, at least monthly, in a format approved by the City, documenting the cause of the late response and the Contractor's efforts to eliminate recurrence.
- 3.2.6.2 In the event that the Contractor will be unable to meet the established maximum response time during the actual response to the incident, the Contractor will supply the 911 Dispatch Center with an honest, reasonably accurate estimate of the time that the unit will arrive. The Contractor will contact the Rockford Fire Department Dispatch Center with reasonable intervals after the original estimated on scene time to provide an updated estimated time of arrival if necessary.
- 3.2.6.3 The following times will be recorded by the 911 Dispatch Center and documented as time stamps on the dispatch record.
 - Alarm Time: the time the call is received by the 911 Dispatch Center. The 911 Dispatch Center is obligated to dispatch the ambulance as quickly as possible and minimize the time elapsed between the "Alarm Time" and "Unit Notified" time.
 - Unit Notified: the time the 911 Dispatch Center sends the call to the responding vehicle. This time can be an electronic notification or a verbal radio transmission.
 - Unit Enroute: the time the crew acknowledges receipt of the dispatch, and may be verified through CAD verification or verbal radio transmission.
 - Cancelled (if applicable): the time the 911 Dispatch Center instructs the responding vehicle to cancel their response.
 - Arrived On Scene: the time when the Contractor's ambulance transmits the "Arrived on Scene" status signal to the Rockford Fire Department's Dispatch Center. Such transmission shall not be made until the ambulance unit actually arrives at the specific address or location dispatched. In the instance of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven. Arrival on the scene of a first responder unit or supervisor's vehicle shall not stop the response time clock. Arrival at incident means the moment an ambulance crew notifies the 911 Dispatch Center that it is fully stopped at the location where the ambulance shall be parked and the crew is able to exit the vehicle and approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous scenes), arrival shall be defined as the time the ambulance arrives at the designated staging location or location designated by incident command. In instances when the ambulance fails to report "Arrived On Scene," the time of the next communication with the ambulance will be used as the "Arrived On Scene" time. However, the

Contractor may appeal such instances when it can document the actual arrival time through other means such as communications with first responders or the AVL system.

For all responses the Rockford Fire Department's Dispatch Center shall document the "Arrived On Scene" with a CAD time stamp. If the CAD "Arrived On Scene" time stamp is nonexistent or the Contractor believes it to be inaccurate, the Contractor may request permission to report an alternative time by providing evidence showing the correct on scene time. The mechanisms for verifying the "Arrived On Scene" time shall be the CAD stamp, the verbal radio transmission stating the ambulance has arrived, or the time the AVL system documents the ambulance being on scene with speed of zero (0) miles per hour (if implemented). In the event of a conflict between any of these times, resolution of the conflict shall be made by ranking the documents in the following order, highest rank first: CAD time stamp, verbal on scene, AVL system. If the CAD time stamp is nonexistent or is found invalid, the verbal on scene time will be substituted. If the CAD time stamp and verbal on scene time are either nonexistent or invalid, the AVL time will be substituted. The AVL system currently updates only once every sixty (60) seconds. Should this be changed to update more frequently, the AVL time could become higher in the hierarchy. If data documented by the AVL system shows the CAD time or verbal on scene time reported for any response is invalid, the first time the AVL system documents the ambulance was stopped on scene will be substituted for the on scene time. Thus, the City may use verbal recordings and AVL data to prove or disprove the accuracy of the on scene time reported by the Contractor for any response. Should verbal recordings and/or AVL data disprove data reported by the Contractor, the Fire Operations Chief will substitute the more accurate data. The Contractor may appeal the action to the Fire Chief. The Fire Chief's decision is final and binding.

- Arrived at Patient/Victim (Patient Contact): when initial contact has been made with the patient for evaluation and data collection. However, during the term of this contract, "Patient Contact" time intervals shall not be considered part of the contractually stipulated response time.
- Enroute to Destination (Hospital): the time the responding ambulance leaves the incident and is enroute to the hospital with a patient.
- Arrival at Hospital: the time the responding ambulance arrives at the receiving hospital with their patient(s).
- Back In Service (Available): the time the responding ambulance is back in service and is able to respond to the next call.

3.2.6.4 Downgrades may be initiated by medically trained First Responders. A downgrade will be defined as notification that a response to the scene can be slowed to a non-emergent response (e.g. no lights or siren required). If an assignment is downgraded prior to the arrival on scene of the ambulance, the Contractor's compliance with contract standards and penalties will be null and void unless the responding ambulance had not arrived on scene within nine (9) minutes and twenty-nine (29) seconds prior to the downgrade request.

3.2.6.5 If an ambulance is reassigned enroute (e.g. to respond to a closer incident), the Contractor's compliance and penalties will still be calculated based on the response time standard. The response time clock will not stop until the arrival of an ambulance on the scene from which the ambulance was diverted, but must be reported in the compliance records.

3.2.6.6 If an ambulance is cancelled enroute prior to the ambulance arriving on scene, the response will end at the moment of cancellation. At the moment of cancellation, if the elapsed response time exceeds the

response time requirement for the assigned priority of the call, the ambulance will be determined to have exceeded the maximum allowable response time standard, the response will be counted in the total number of responses used to determine compliance, and the appropriate Liquidated Damages will be assessed. At the moment of cancellation, if the elapsed response time does not exceed the response time requirement for the assigned priority, the response will not be counted in the total number of responses used to determine compliance.

- 3.2.6.7 The Contractor will not be held accountable for emergency or non-emergency response time compliance for any assignment originating outside of the defined service area of the city limits of Rockford. Responses to requests for service outside of the service area (Mutual Aide Box Alarm System or M.A.B.A.S.) will be reported but will not be counted in the total number of responses used to determine compliance.
- 3.2.6.8 Each incident will be counted as a single response regardless of the number of units that respond. The response time compliance standard will still be required for not only the first arriving ambulance capable of transport but all responding ambulances.
- 3.2.6.9 It is understood that from time to time unusual factors beyond the Contractor's reasonable control affect the achievement of the specified response time standards. These unusual factors are limited to unusually severe weather conditions of significant duration, declared disasters or periods of unusually high demand for emergency services. Unusually high demand for emergency responses, for the purpose of considering exemption requests will be defined according to a statistical model. For an exemption to be granted, the Contractor must demonstrate that:
- An unusual factor beyond the Contractor's reasonable control directly contributed to the delay in responding to the individual call for which an exemption is requested,
 - The Contractor took reasonable and prudent measures to prepare and staff for situations of which the Contractor might be reasonably aware. (i.e.: frozen precipitation forecast in advance requires reasonable efforts in planning),
 - Equipment failures, traffic congestion, ambulance failures, difficulty locating an address, inability to staff units and other causes reasonably within the control of the Contractor will not be grounds for granting an exception to compliance with the response standards. If the Contractor believes that any response or group of responses should be excluded from the calculation of the response time standards due to "unusual factors beyond the Contractor's reasonable control", the Contractor may provide detailed documentation to the Rockford Fire Department Operations Chief and request that the City exclude these runs from response time calculations and late penalties. Any such request must be made in writing and received by the Operations Chief within three (3) business days after the date of occurrence. The License Officer will review the request and issue a determination. Should the Contractor dispute the determination made by the Operations Chief, the Contractor may make a written appeal to the Fire Chief for a definitive ruling within five (5) days of receiving notification of the License Officer's determination. The Fire Chief's ruling will be final and binding.
- 3.2.6.10 The Contractor and Fire Department will work cooperatively to formulate and maintain a system to assure a complete audit trail for all response times and assures the City and Medical Director will have the opportunity to evaluate response time data at any time to assure compliance and to calculate penalties. Proposed access and security of data will be considered in scoring proposers' responses.

- 3.2.6.11 Each Proposer will submit a daily Key Performance Indicator (KPI) report to be distributed to the Fire Chief. The report may be delivered by electronic means. At a minimum, the KPI report shall provide the following information for the previous calendar day of service and cumulative performance to date for the month:
- Requests for Service
 - Transports by hospital destination.
 - Response Time Compliance.
 - A list of all late calls that exceed the maximum response time by more than five (5) minutes.
 - Critical Vehicle Failures. (Defined as any time that a vehicle cannot respond or must discontinue a response or transport because of mechanical or other operational failures.)
 - Total physical ambulances out of service (maintenance, etc).
 - Other information proposed by the proposer or mutually developed by the City and proposer that would assist the City in understanding the current status and performance of its EMS system.
- 3.2.6.12 The Contractor understands and agrees, as shown by submitting a response to this RFP, that the failure to comply with any time, performance or other requirements in this RFP or the final contract will result in damage to the City of Rockford and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards or any other deviation; therefore, the Contractor and City agree to the Liquidated Damages specified in the RFP and the final contract. It is expressly understood and agreed that the Liquidated Damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable Liquidated Damages. Chronic failure to comply with the response time standards may constitute default of the contract. For each dispatch call which originates within the City service area for which the Contractor's response time exceeds the response time standard as described herein by more than five minutes (5:00) City will assess Liquidated Damages of \$50 per minute for each minute in excess of the required response time up to a maximum of \$1,000 per incident. For purposes of calculating response time deductions, a fraction of a minute is to be rounded up to the next minute. For example, any priority of response arriving (5) minutes and five (5) seconds late would result in a six-minute deduction of \$300.

3.2.7 AMBULANCE SPECIFICATIONS

- 3.2.7.1 All ambulances used for emergency patient transportation shall be not more than five (5) years old from the date of sale as a new vehicle, and shall not have been used more than 250,000 miles. This shall remain in effect unless otherwise approved in writing by the City of Rockford and the QRC. All ambulance vehicles will be Type I or Type III class, or medium-duty commercial truck chassis. All vehicles will be in compliance with the current federal KKK-A-1822 specifications.
- 3.2.7.2 All maintenance and repair records and inventory records must be available for inspection by the EMS Training Coordinator and members of the Ambulance QRC.
- 3.2.7.3 Each ambulance used in the emergency transportation of patients must be equipped with all items listed on the daily ambulance inventory, including such items listed in the appendix B attached hereto and required by the

- Illinois Department of Public Health.
- 3.2.7.4 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.
 - 3.2.7.5 Each ambulance must permanently display the name of other suitable corporate identification or logo on the outside of the vehicle along with that vehicle's identification number. The Contractor shall not use "City of Rockford" or any derivative thereof as part of its name without prior approval by the City of Rockford.
 - 3.2.7.6 Any ambulance used by the Contractor for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

3.2.8 PERSONNEL

- 3.2.8.1 The parties understand that the EMS System requires professional and courteous conduct at all times from Contractor's field personnel, communications personnel, middle management, and top executives. The Contractor shall employ highly trained paramedics, EMTs, and support staff to provide patient care and to operate Contractor's vehicles and equipment.
- 3.2.8.2 Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of Contractor's employees who operate under the contract shall conform to the dress code approved by the QRC.
- 3.2.8.3 The parties understand that training and educational requirements change from time to time for EMT's Paramedics and Communications personnel as SMOs and medical treatments are approved by Region 1 and/or the Resource Hospital Medical Director for the System the Contractor is in. The Contractor agrees that the Ambulance QRC may require additional training or education for EMT's, paramedics and Communications personnel for the benefit of patients receiving care under the contract. The cost of such training or education shall be the sole responsibility of the Contractor.
- 3.2.8.4 The Contractor shall utilize reasonable work schedules and shift assignment that allow personnel to work no more than 48 consecutive hours followed by a minimum of 12 hours off-duty, with a maximum of 96 hours to be worked in any 7 day work week. The Contractor shall provide working conditions that assist in attracting and retaining highly qualified personnel.
- 3.2.8.5 The Contractor shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills. The Contractor will be in compliance with all components of the Fair Labor Standards Act (FLSA).

- 3.2.8.6 The Contractor must have in place a program for random and post-accident drug screening of all personnel providing response under the contract. Further, the Contractor will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary. The contractor will provide a copy of their company policy regarding substance abuse and drug testing.
- 3.2.8.7 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the Chief of the Rockford Fire Department or his designee must be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.
- 3.2.8.8 It shall be of the utmost importance that employees of the Contractor strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
- 3.2.8.9 The Contractor must provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract and meet annual State requirements for EVOC (Emergency Vehicle Operations Course) Training. The City of Rockford is to be provided with monthly reports on driver performance or reports as requested by the EMS Training Coordinator and the Ambulance QRC.
- 3.2.8.10 All Contract personnel must be trained and receive certification as being NIMS (National Incident Management System) compliant (100, 200, 700, 800 courses) within 180 days of contract award.

3.2.9 QUALITY IMPROVEMENT PROGRAM

The Contractor shall develop and have in conjunction a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the QRC prior to commencement of the contract. The program should include, but not be limited to the following data collections: adherence to medical SMOs/Protocols, success rates of intubations and intravenous attempts, correct dosages and administrations of medications, and customer surveys.

3.2.10 FIRST RESPONDERS

- 3.2.10.1 The Rockford Fire Department provides an ALS first responder service. The Contractor shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.
- 3.2.10.2 The first agency on the scene shall have primary responsibility for patient care until such paramedic transfers said care as provided for in Illinois law.

The highest ranking Rockford Fire Department officer on the scene shall have full scene control as Incident Commander and all radio traffic to dispatch shall be handled through the Incident Commander or as directed by the commander on the scene.

3.2.11 MINIMUM INSURANCE REQUIREMENTS

- 3.2.11.1 Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- ❖ Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate, \$2 million medical and professional liability aggregate, and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- ❖ **Umbrella Liability.** The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- ❖ **Automobile Coverage.** The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate
- ❖ **Workers Compensation.** Contractor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- ❖ **Insurance Certificates.** Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by the Contractor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

3.3 OVERVIEW OF THE CITY OF ROCKFORD AND THE EMS SYSTEM

- 3.3.1 SERVICE AREA.** The City of Rockford's contract service area will be defined by the Option selected and contract awarded at the end of the bid process. This may include an area of approximately 64 square miles and a population of approximately 152,000 people. There are three medical hospitals in the City of Rockford; two are a level one trauma center, and one is a level two trauma center.
- 3.3.2 EXCLUSIVITY.** The new contract will be an exclusive E-911 emergency medical service contract with fully staffed and equipped paramedic units.
- 3.3.3 CALL VOLUME.** The Rockford Fire Department received 20,772 calls for service from January 1, 2011 through December 31, 2011. As an average, this dispatch volume would amount to 2,967 dispatches per ambulance if seven (7) ambulances were dedicated to the Rockford Fire Department response plan. Not every dispatch required the transport of a patient. The data above also includes dispatches that may have cancelled the ambulance enroute to the scene after the initial request and dispatch was made.

3.3.4 EMS SYSTEM. The City of Rockford is within the Region 1 EMS System, which includes eight counties in the Northern Illinois region. The contractor must be affiliated and sponsored by one of the local EMS Systems in Rockford, which includes the Order of Saint Francis Northern Illinois EMS System, Rock River Region Emergency Medical Services, and Swedish American Emergency Medical Services System, prior to contract execution.

3.4 PERFORMANCE BASED CONTRACT

3.4.1 The most important aspect of this procurement is the fact that this procurement will result in the award of a ***Performance-based contract***. Penalties will be assessed for failures to achieve minimum standards set forth in the Contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically:

3.4.1.1 Ambulance response times must meet the response requirements set forth in this RFP.

3.4.1.2 Rockford Fire Department 911 Dispatch Center would be responsible for dispatch of ambulances under the contract.

3.4.1.3 Every ambulance unit must at all times be equipped and staffed to operate at the paramedic level, on all emergency calls received under the contract.

3.4.1.4 Clinical performance must be consistent with approved medical standards, protocols and guidelines set forth by the State of Illinois.

3.4.1.5 The conduct of personnel must be professional and courteous at all times.

3.4.1.6 There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS delivery system.

3.4.1.7 Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in this document.

3.4.2 This is not a level-of-effort contract. A contractor who fails to perform must and shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting a Vendor's offer, the City of Rockford neither accepts nor rejects the Vendor's level-of-effort estimates; rather, the City of Rockford accepts the Vendor's promise to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

3.5 USE OWN EXPERTISE AND JUDGEMENT

The City of Rockford hopes to promote innovation, efficiency, and superior levels of high performance.

3.6 ADDITIONAL INFORMATION

- 3.6.1** The City of Rockford shall contract with a single entity for the provision of this RFP as specified in this RFP.
- 3.6.2** The City of Rockford reserves the right to cancel this solicitation at any time, prior to or after the submittal deadline.

3.7 PERFORMANCE REVIEW

- 3.7.1** The City of Rockford shall conduct an annual evaluation of the performance of the Contractor, which shall be conducted by the EMS Training Coordinator and the QRC, utilizing criteria the City of Rockford determines to be relevant. In addition, the City of Rockford may conduct intermittent evaluations as directed by the QRC. This will include but not be limited to issues of mere compliance with the terms of the contract.
- 3.7.2** The Contractor's performance should exceed the minimum requirements of the contract.

3.8 CONTRACT TERM/RENEWAL OPTION

- 3.8.1** The contract start date will be mutually agreed upon by the City and the selected vendor. The contract will continue for five years from contract start date. The contract may be renewed for up to three (3) additional one (1) year terms upon written agreement of the parties. This option shall be exercised only if the Contractor is successful in completing the Performance Reviews outlined above and in the contract.
- 3.8.2** Price may be adjusted as provided within the contract. Price negotiations are not acceptable as a term of renewal.

3.9 INTERPRETATIONS AND CLARIFICATIONS

No oral interpretations will be made to any Vendors as to the meaning of specifications or any other documents. All addenda shall become part of the original RFP.

3.10 PERFORMANCE BOND

The successful Vendor must supply a Performance Bond in the amount of 100% of the annual contract price for each year that the contract is in effect. The City of Rockford reserves the right to reduce bonding requirements. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the City of Rockford in its sole discretion.

3.11 CONFIDENTIAL AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received may be made available to the public. Proposals received will be subject to State of Illinois's Freedom of Information Act. Vendors should mark information they consider proprietary or

confidential in the event it is exempt from the requirements of the Act.

SECTION IV PROPOSAL FORMAT

To facilitate the review process, the following guidelines shall be adhered to:

4.1 AN INTRODUCTION TO THE PROPOSAL

Vendors should provide a brief understanding of the City of Rockford's needs and the vendor's capability to perform the services described in this RFP.

4.2 A SIGNED STATEMENT AUTHORIZING SUBMISSION OF THE PROPOSAL

4.3 VENDOR INFORMATION

Name, address, contact person, telephone number, fax number, email address, and Vendor's Illinois sales tax number (if applicable), and employee identification number.

4.4 CONTRACTOR DETAILS OF SERVICE

- 4.4.1 Provide a list of equipment that will be carried by responding ambulances, including equipment that may be carried to incident scene by personnel (airway bag, cardiac monitor, drug box, etc.).
- 4.4.2 Provide company history and experience providing ambulance services.
- 4.4.3 Provide organizational chart and hierarchy identification.
- 4.4.4 Provide location of vendor's business.
- 4.4.5 Is the vendor financially affiliated with a hospital? If so, provide details.
- 4.4.6 Provide customer survey results for vendor's last three (3) years of service.
- 4.4.7 Vendor must confirm that a Quality Assurance/Quality Improvement program is currently being utilized, and provide information on program details.
- 4.4.8 Provide conflict resolution procedures inter-agency.
- 4.4.9 Provide internal investigation procedures.
- 4.4.10 Identify how the services will be provided (e.g., patrol, stationary).
- 4.4.11 Identify what EMS Region the vendor is currently in and what EMS System they are currently in. Identify what Region 1 EMS System they will be in.
- 4.4.12 Provide a letter of "Good Standing" from their current EMS System.
- 4.4.13 Identify plan for backup ambulance service in the event vendor's vehicles are unavailable. Obtain and provide a letter of commitment if other services may be utilized.
- 4.4.14 Confirm an ALS level of response time twenty-four hours (24) hours a day, seven (7) days a week.
- 4.4.15 Confirm that the vendor will provide one (1) paramedic on the ambulance at all times.
- 4.4.16 Provide current and accurate cardiac arrest data, providing percentage of patients with return of spontaneous circulation and what parameters are used for "save rate" (i.e. Utstein Criteria).
- 4.4.17 Confirm that the vendor has the ability to safely remove a bariatric patient from incident location, load into ambulance, transport, and deliver to hospital Emergency Department.

- 4.4.18 Confirm that vendor will provide uninterrupted standby service at a fire ground for as long as needed, deemed by Incident Command.
- 4.4.19 Identify what type of software is used for patient care report writing.
- 4.4.20 Provide background check information of all employees.

4.5 STAFF INFORMATION

- 4.5.1 Provide EMS licenses, training records, and certifications of staff.
- 4.5.2 Include each individual's years of employment with the vendor and years licensed as an EMS provider.
- 4.5.3 Provide a letter of confirmation that all of the vendors EMS providers are in good standing within their EMS System and State licensing officials.

4.6 COST PROPOSAL

- 4.6.1 Provide proposed billing prices to patients for BLS, ALS-1, ALS-2, mileage, oxygen, and any other fees associated with patient transport, or patient treatment with no transport. Also, describe current billing practice for commercial and no-pay patients (how do you collect and to what extent).
- 4.6.2 Provide a detailed list of any additional charges the Contractor expects to be paid by the City.

SECTION V EVALUATION OF PROPOSALS

5.1 EVALUATION COMMITTEE.

The City of Rockford will establish an Evaluation Committee, who will evaluate all proposals received in accordance with the evaluation criteria. The City of Rockford's evaluation committee shall objectively review the submitted proposals and score points as provided in this RFP.

5.2 BASIS OF AWARD.

Award will be made to the vendor offering the most advantageous proposal after consideration of all evaluation criteria set forth herein. The criteria are not listed in any order of preference.

5.3 ADDITIONAL INFORMATION OR REQUESTS.

- 5.3.1 Vendors may be invited to make oral presentations to the City of Rockford's Evaluation Committee.
- 5.3.2 The City of Rockford reserves the right to schedule site visits to the vendor's facilities or a current operational site in order to assess the capability and ability of the vendor to fulfill the requirements of this RFP.
- 5.3.3 Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The City of Rockford will make the final determination as to the vendor's ability.
- 5.3.4 The Evaluation Committee may also contact and evaluate the vendor's and subcontractor's references; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

5.3.5 The City of Rockford reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City of Rockford's judgment as to the appropriateness of an award to the best- evaluated vendor. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. The City of Rockford shall have sole responsibility for determining a reliable source. The City of Rockford reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and additional information to make an award that is in the best interest of the City of Rockford.

5.4 EVALUATION CRITERIA AND SCORING OF PROPOSALS.

The scoring of proposals is based upon the following criteria: (Possible 100 points)

- 5.4.1 The cost to the City of Rockford (15 points) – The cost, if any, to the City of Rockford to perform services requested.
- 5.4.2 Financial Stability of Company (20 points) – Vendor should provide audited financial statements as requested herein, as well as any other financial statements deemed necessary by City of Rockford. Vendor should also provide City of Rockford with a report outlining of litigation regarding the vendor's provision of EMS services for the past five (5) years. Have you, or your parent company, filed for bankruptcy within the last five (5) years? If yes, please identify the date and the court where the filing was made. Please list any additional information you deem relevant to the bankruptcy proceedings. Please attach an audited financial statement from for the preceding three (3) years.
- 5.4.3 Adherence to Proposal Requirements (20 points) – Vendor's ability to meet and/or exceed the requirements outlined in this request for proposals.
- 5.4.4 Experience (Past Performance) (20 points) – Vendor should provide City of Rockford with a report of all major contracts for the past five (5) years, along with contact information for each contract.
- 5.4.5 Compliance with State Regulations (15 points) – Vendor must provide proof of compliance to all Illinois and IDPH regulations and policies.
- 5.4.6 References (10 points) – Vendor must provide at least five (5) references, both government and private entities.

5.5 AWARD OF CONTRACT.

Award will be by means of a written agreement with the successful vendor. A Notification of Intent to Award may be sent to any vendor selected. Notwithstanding, any award is contingent upon the successful negotiation of final contract terms and approval of the City of Rockford City Council. City Council approval may be subject to a modification of the collective bargaining agreement with the City's firefighter union.

5.6 CONTRACT NEGOTIATIONS

Contract negotiations will be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City of Rockford may negotiate with the next highest scoring vendor or withdraw the RFP.

Appendix A

Communications Equipment

The Rockford Fire Department 911 Dispatch Center uses the Motorola Premier CAD System as the equipment for its dispatch process. All Rockford Fire emergency response vehicles will be using the Panasonic CF-31 Toughbook Laptop, using the Microsoft Windows 7 operating system. Current specifications for the Toughbook include:

Intel Core i5-2520M 2.50GHz, vPro, 13.1" XGA Touch, 320GB Hard Drive (7200rpm), 4GB Memory, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/ Lower:Selectable), Gobi, GPS, Emissive Backlit Keyboard

Any specifications for the Contractor's computer equipment that is different from the listed above must be presented to the Department for review and evaluation to determine compatibility with current requirements. This will include differences in computer brands, components, specifications, and other variables.

All Panasonic Toughbooks will be loaded with the Motorola Premier MDC Software (version 5), and Motorola Premier ATM (Advanced Tactical Mapping) Software, and hardware and software necessary for Automatic Vehicle Locating (AVL) and Global Positioning System (GPS). Although Rockford Fire emergency response vehicles also use the First Look Pro Software (version 4.2.03), it is not a required component of the bundled software.

Radio Frequencies and PL Information

Fire Channel 1: Transmit and Receive on 151.175 Digital PL Encode and Decode (074)

Fire Channel 2: Transmit and Receive on 155.730 Digital PL Encode and Decode (073)

Fire Channel 3: Transmit and Receive on 154.235 Analog PL (210.7.3 Hz) Decode and Encode

Fire Channel 4: Transmit and Receive on 154.190 Analog PL (210.7.3 Hz) Encode Only



Illinois Department of Public Health
Emergency Medical Systems
Ambulance Inspection Form

Provider: _____ License#: _____
Garage Address: _____
VIN: _____ Level of Care: _____ Local ID: _____ EMS System# _____
Inspection Type: _____ Inspected By: _____
Inspection Date: _____ Inspection Status: _____ Action: _____

- [1] Wheeled multi-level cot w/3 sets of straps + over-shoulder straps ☒
[2] 3-Point fastener for cot ☒
[3] Cot fits securely in fastener ☒
[4] Secondary stretcher w/3 sets of straps ☒

On-board oxygen equipment (5-8)

- [5] Cylinder is not empty
--volume: 1500 ☒
[6] Delivery tubes ☒
[7] 1 each A, C, I masks ☒
[8] 3 each nasal cannula ☒

Portable Oxygen Equipment (9-15)

- [9] Full primary cylinder minimum size = 'D'
--volume: 2000 ☒
[10] Dial flowmeter/regulator for 15 lpm ☒
[11] Delivery tubes ☒
[12] 1 each A, C, I masks ☒
[13] Full spare cylinder ☒
[14] Quick release, crash-stable, mounting bracket for cylinders ☒
OR
[15] Quick release mounting bracket if stored in a secure compartment ☒

On board Suction Equipment (16-21)

- [16] Obtains 300mm within 4 seconds of clamping tubing ☒
[17] Has 10' transparent non-kinking tubing / 1/4" inside diameter ☒
[18] Can adjust vacuum levels ☒
[19] Collection bottle holds 1000ml ☒
[20] 3 sterile, single-use catheters, one each size:
S/6-8F - M/10-12F - L/14-18F ☒
[21] 3 Sterile, semi-rigid pharyngeal suction tips ☒

Portable Suction Equipment (22-31)

- [22] Obtains 300mm within 4 seconds of clamping tubing ☒
[23] Tubing is translucent, non-kinking or collapsing ☒
[24] Tubing is 1/4" inside diameter ☒
[25] 3 Sterile, single-use catheters, one each size:
S/6-8F - M/10-12F - L/14-18F ☒
[26] 3 Sterile, semi-rigid pharyngeal suction tips ☒
[27] Gas powered portable unit meets above requirements ☒
[28] Capable of charging from vehicle 12 volt system and 115 volt AC ☒
[29] Operates from internal rechargeable battery supply ☒
[30] Operates for 20 continuous minutes (perform if battery sounds weak) ☒

OR

- [31] Manually operated suction device (IDPH approved) ☒

Medical Equipment (32-51)

- [32] Adult squeeze bag-valve-mask with adult and child masks ☒
[33] Child squeeze bag-valve-mask with child and infant masks ☒
[34] Traction splint, adult ☒
[35] Traction splint, pediatric ☒
[36] Adult blood pressure cuff/gauge ☒
[37] Child blood pressure cuff/gauge ☒
[38] Infant blood pressure cuff/gauge ☒
[39] Stethoscope (2) ☒
[40] Long spine board (adult) with 3 sets of straps ☒
[41] Short spine board (32" x 16" min) w/2 9' straps or vest type (wrap around) device (optional) ☒
[42] Airway, Oropharyngeal, A, C, I ☒
[43] Airway, Nasopharyngeal sizes 12-30F with lubrication ☒

Medical Equipment(32-51) Cont.

[44] Bandage shears, 1

[45] Extremity splints, adult, two each long and short

[46] Extremity splints, pediatric, two each long and short

Rigid cervical collars, one each:

[47] Pediatric

[48] Small

[49] Medium

[50] Large

[51] Restraints, arm and leg

Medical Supplies(52-83)

[52] Trauma dressing, 6

[53] Sterile gauze pads, 4" x 4", 20 each

[54] Bandages, soft, roller, self adhering, 4" x 5 yd, 10 each

[55] Vaseline gauze, 3" x 8", 2 each

[56] Adhesive tape rolls, 2 each

[57] Triangular bandages or slings, 5 each

[58] Bum sheets, clean individually wrapped, 2 each

[59] Sterile solution, 2000cc plastic bottles or bags

[60] Aluminum foil or silver swaddler, 1 each with head cover

[61] Obstetrical kit, sterile, 1 each

[62] Cold packs, 3 each

[63] Emesis basin, 1 each

[64] Drinking water, 1 quart, sterile water may substitute

[65] Ambulance emergency run reports, 10 each, with data as outlined in 515 Appendix E

[66] Pillows, 2 each

☒

[67] Pillowcases, 2 each

☒☒

[68] Sheets, 2 each

☒☒

[69] Blankets, 2 each

☒

[70] CPR mask with safety valve, 1 each

☒☒

[71] Urinal, 1 each

☒☒

[72] Bedpan, 1 each

☒☒

[73] Nonporous disposable gloves

☒☒

[74] Impermeable red biohazard -labeled isolation bag

☒☒

[75] Face protection, mask/eye protection and/or field shields

☒

[76] Child/Infant car seat

☒☒

[77] Equipment/drug dosage sizing tape

☒**OR**☒

[78] Pediatric equipment/drug age/weight chart

☒☒

[79] Pediatric trauma score reference

☒☒

[80] Poison control phone number

☒☒

[81] Plastic baby bottle w/nipple

☒☒

[82] Flashlight, 1 each, battery operated

☒☒

[83] Ambulance to hospital radio tested and working

☒☒**Extraction Equipment(84-86)**☒

[84] Wrecking bar, 24", 1 each

☒☒

[85] Goggles

☒☒

[86] Fire extinguishers, 2 - 5lb ABC

☒☒**General Observations(87-88)**☒

[87] Patient area clean

☒☒

[88] Equipment is secured in patient area

☒☒

Inspector's Comments: